EXHIBIT 4

1   IN THE UNITED STATES DISTRICT COURT

2   FOR THE EASTERN DISTRICT OF VIRGINIA

3   RICHMOND DIVISION

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                                           :
6   ePLUS, INC.   :   Civil Action No.
                                           :   3:09CV620
7   vs.   :
                                           :
8   LAWSON SOFTWARE, INC.   :   January 11, 2011
                                           :
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11   COMPLETE TRANSCRIPT OF THE JURY TRIAL

12   BEFORE THE HONORABLE ROBERT E. PAYNE

13   UNITED STATES DISTRICT JUDGE, AND A JURY

14
     APPEARANCES:
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25   United States District Court

Lohkamp - Direct

1   requisitions, and purchase order; right?

2   A   Yes.

3   Q   There's something within the inventory control module

4   known as the item master; isn't that right?

5   A   Yes.

6   Q   And the item master is a list of products within the

7   inventory module; correct?

8   A   Yes, a list of products within the inventory control.

9   Q   So a user of this supply chain management software

10 solution we've been talking about -- can we call it S3 solution

11 for short? Are you comfortable with that?

12 A   Yes.

13 Q   This S3 software solution offered by Lawson can have an

14 item master, a list of goods that are available from various

15 suppliers; isn't that right?

16 A   Yes. It's a list of goods that the customers want to

17 purchase. They can come from various sources.

18 Q   And so for each item in the item master, you have a number

19 of data fields associated with that item; isn't that right?

20 A   Yes.

21 Q   So you can have a stock unit of measure, for example?

22 A   Yes.

23 Q   You can have manufacturer information?

24 A   Yes.

25 Q   Manufacturer name?

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1   A   Yes.

2   Q   Vendor name?

3   A   No.

4   Q   Can't have a vendor name in it?

5   A   Not in the item master itself.

6   Q   Where would that vendor information be located; in a

7   vendor table?

8   A   The vendor name is in the vendor table.

9   Q   Okay. Thank you. Isn't one of the data fields you can

10 associate with an item, is a vendor item number?

11 A   Yes. You can associate a vendor item number.

12 Q   And this vendor item number is a catalog number that can

13 be used to order from a supplier; correct?

14 A   Yes. It's the catalog number to order from that

15 particular vendor.

16 Q   This Lawson S3 procurement product we've been talking

17 about has the capability of doing a vendor catalog load; isn't

18 that right?

19 A   It has the capability of loading items that were provided

20 by a vendor into the item master.

21 Q   It has the capability of doing a vendor catalog load;

22 isn't that right?

23 A   Well, there's a program called vendor catalog load that

24 can be used to upload items provided from a vendor.

25 Q   And it's called vendor catalog load?

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1   A   Uh --

2   Q   Yes or no, sir? Can you fairly answer that question?

3   A   I believe it's yes.

4   Q   Thank you. So this Lawson S3 procurement product has the

5   ability to permit users to create and pull in catalog items

6   such as vendor items, price agreements, and contracts in order

7   to populate that item master; isn't that right?

8   A   Yes. You can bring in vendor items into the item master

9   and prices into vendor agreements.

10   Q   This vendor catalog load is performed using the purchase

11   order module that's part of the core functionality of the S3

12   procurement product; right?

13   A   Yes, uses the purchase order module.

14   Q   You spoke about this Lawson EDI application which stands

15   for this electronic data interchange where you can retrieve

16   certain information with respect to an item from the vendor;

17   correct?

18   A   Yes, I did speak about the EDI.

19   Q   So through this EDI application, Lawson provides

20   connections to product vendors to allow vendors to make item

21   data available to users of its S3 procurement product; correct?

22   A   It's used to support the 832 transaction set.

23   Q   So would the answer to my question then be yes?

24   A   Yes, it supports the 832.

25   Q   That's not my question. My question is, does it provide

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1   responsibilities, but I've seen this as part of this case.

2   Q   You were asked some questions with respect to this

3   document; do you recall that?

4   A   I believe I was, yes.

5   Q   And this is called -- document is entitled design

6   analysis, and the title is vendor catalog load; correct?

7   A   That's correct.

8   Q   And is it fair to say this document generally discusses

9   the vendor catalog load process as part of Lawson's S3

10   procurement system?

11   A   Yeah. From my understanding of the document, it describes

12   the design that became that vendor import agreement load

13   program.

14   Q   Under the heading requirement, do you see that? The first

15   sentence states, there is a need to automatically load vendor

16   item information into the Lawson system. Did I read that

17   correctly?

18   A   Yes, you did.

19   Q   This requirement still exists in the current version of

20   the Lawson S3 procurement product; correct?

21   A   Yes, customers still need to load item information that

22   they've received from the vendor.

23   Q   The next sentence states, this data could be a vendor

24   catalog which contains information about all the items that a

25   vendor carries, or it could be items that are included in a

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1   specially negotiated contract between the vendor and a single

2   client or group purchasing organization; did I read that

3   correctly?

4   A   Yes, you did.

5   Q   That requirement still exists in the current version of

6   the Lawson S3 procurement product; correct?

7   A   Yes. You could load all items or a set of items, but most

8   of our customers just load the set of items that they want to

9   purchase.

10   Q   In order to be able for a user to obtain this information

11   of catalog content, that can be loaded into the item master;

12   isn't that right?

13   A   I'm sorry. I didn't quite follow the question.

14   Q   The item master is where that catalog content information

15   can be loaded in order to be available to a customer?

16   A   The item information from the vendors is loaded into the

17   item master.

18   Q   I'm asking about the catalog content that's referenced

19   here, sir, that can be loaded into the item master; yes or no?

20   A   Yes.

21   Q   The next sentence states, the purpose of this document is

22   to define a new process that will read a vendor supply file

23   items and add the items to the item master and the item's price

24   to the vendor agreement file. Did I read that right?

25   A   Yes.

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1   Q   And that's still true of the Lawson S3 procurement product

2   today; right?

3   A   Yes.

4   Q   The next sentence states, it -- and "it" do you understand

5   to mean this vendor catalog load process?

6   A   The process as designed in this design, that's what I

7   understand it to be.

8   Q   States, needs to give the Lawson customer the ability to

9   identify which vendor items should be loaded into the Lawson

10   system and which are not needed; do you see that?

11   A   Yes.

12   Q   That's still correct of the system today; right?

13   A   Yes.

14   Q   Under the heading process, if we could enlarge that and

15   highlight it. The first statement, sentence there states,

16   quote, the process for loading vendor catalog data into the

17   Lawson system will be performed in multiple steps; correct?

18   A   Yes.

19   Q   And that process for loading catalog data is still

20   performed in multiple steps to this day; right?

21   A   Yes.

22   Q   The next sentence states, the first step will be to obtain

23   the vendor catalog information; isn't that right?

24   A   That's what it says, yes.

25   Q   Yes. And obtaining the vendor catalog information is

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1   A   Yes, for certain vendors.

2   Q   I'd like to talk to you a little bit about the

3   requisitions module if we could.

4   A   Okay.

5   Q   That's part of the core three modules we talked about for

6   the S3 procurement product; right?

7   A   Yes.

8   Q   Isn't it true that more often than not Lawson's customers

9   in the public sector have some sort of requisition module or

10   application they've acquired from Lawson?

11   A   I believe that's correct.

12   Q   Let's talk a little bit about requisition self-service for

13   a moment if we could, sir. Would it be fair to say that the

14   requisition self-service application is intended to be

15   user-friendly?

16   A   That is the intent.

17   Q   That's one of its goals; right?

18   A   Yes.

19   Q   This requisition self-service application that Lawson

20   offers, that provides the ability of hundreds, perhaps even

21   thousands of individuals at a customer to have access to this

22   procurement capability at their desktop or laptop PC; correct?

23   A   Yes, for the requisitioning capability.

24   Q   Isn't it, in fact, how Lawson markets this requisition

25   self-service application, by saying, in effect, you can now

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1   distribute that capability to many of your employees to have

2   the ability to search for matching items, build requisitions,

3   and generate multiple purchase orders; correct?

4   A   We market it as a way for them to search those items and

5   create requisitions.

6   Q   And then you need the other modules in order to do the --

7   generate the requisition and purchase orders and complete the

8   transaction; correct?

9   A   Right. You need the purchase order to generate the

10 purchase.

11   THE COURT: Excuse me just a minute. If a vendor

12 with whom the customer has a need to interact has a large list

13 of items, and each one of these people over here of these

14 tables, the lawyers, they are different customers or different

15 employees of the customer, could Mr. Carr, one of those people

16 over here, have one segment of the vendor items available to

17 him because he's in department A, and Mr. McDonald have another

18 segment of the same vendor's items but not the same ones

19 because he's in department B, et cetera? Could that be done in

20 this system?

21   THE WITNESS: In that example, we would load all the

22 items into the item master, and then certain departments, you

23 may restrict who has access to certain items in the item master

24 so that an individual in a particular department may not be

25 able to buy, say, computers, for example. So you could set

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1   Q   So this procurement punchout software we've been talking

2   about, you market that as an application; isn't that right?

3   A   Yes, we do.

4   Q   And I understand you to say that if you want to have

5   procurement punchout, you need to have the requisition

6   self-service application; right?

7   A   Yes, you do.

8   Q   But procurement punchout can't be used alone; is that

9   right?

10   A   It can't be used standalone.

11   Q   So you have to have the requisition self-service and those

12   other three core modules we've been talking about, inventory

13   control, purchase order, and requisitions; right?

14   A   Yes.

15   Q   And a way for a user of this Lawson S3 product we've been

16   talking about to access data with respect to items being

17   offered by a vendor through this punchout application, users

18   can go to a vendor's specially prepared website, see what items

19   are available for sale, bring that item data back, import it

20   into the requisition self-service user interface, and then move

21   forward with the purchase process; isn't that right?

22   A   Sorry. Could you repeat that? I'm not sure if I caught

23   the beginning.

24   Q   Let me rephrase it. Using this Lawson procurement

25   punchout application, you can go to a specially prepared

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1   vendor's website, see what items are available for sale, bring

2   that item data back, import it into the Lawson requisition

3   self-service user interface, and then move forward with the

4   purchase process; correct?

5   A   Yes. You can bring the items that you selected in

6   checkout and bring that back into requisitions.

7   Q   With this procurement punchout application, you can do

8   this serially? By that I mean one after another after another

9   by just going to these different Lawson punchout trading

10   partners in order to look at items and then import the data

11   back into the requisition self-service; correct?

12   A   Yes, you can go to a vendor website that's been set up for

13   the punchout.

14   Q   So I can go to Dell's website that's been set up through

15   Lawson, and then I can go to Staples, and then I can go to

16   Hewlett Packard assuming all those websites are acting as a

17   trading partner or punchout partner with Lawson; right?

18   A   Well, you would have -- they would have to be a trading

19   partner with our customer. So it doesn't have to be with

20   Lawson.

21   Q   But assuming that they are a trading partner with your

22   customer, if your customer asks you to set up that capability,

23   Lawson does that as part of the services it provides; right?

24   A   If our customer requests us to configure that, we would

25   configure it.

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1   THE COURT: Do most of the customers ask you to do

2   that?

3   THE WITNESS: Um, most of our customers might discuss

4   to set up the very first one, and then our customers set up all

5   subsequent trading partners. They learn how to do it

6   themselves because it's a matter of configuration of the

7   application.

8   THE COURT: You teach them how to do it, in other

9   words?

10   THE WITNESS: We would --

11   THE COURT: Show them how to do it.

12   THE WITNESS: Yes.

13   Q   You provide them manuals and guides to teach them on that;

14   right?

15   A   Yes.

16   Q   And you provide training services that would help them,

17   assist them in that process; isn't that right?

18   A   Yes.

19   Q   And Lawson charges fees for all those things; right?

20   A   For the training, and documentation is included with the

21   software license.

22   THE COURT: Wait a minute. Documentation is included

23   with the software license so you don't charge separately for

24   that, but you do charge separately for the training; is that

25   what you are saying?

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1   Q   The Lawson system foundation is part of the core

2   technology, correct, in order to have procurement operate,

3   functional?

4   A   Yes.

5   Q   Let's talk a little about this punchout part of the

6   program if we could. In order to assist Lawson's customers

7   with obtaining vendor information with respect to items that

8   are being offered for sale, Lawson establishes partnerships

9   with third-party vendors such that the Lawson system can punch

10   out to those vendors; isn't that right?

11   A   Sorry, could you repeat that, the question?

12   Q   In order to assist its customers with obtaining vendor

13   information with respect to items that are being offered for

14   sale, Lawson established partnerships with third-party vendors?

15   A   Yes, we've established partnerships for punchout to assure

16   that people can punch out to those vendors' websites.

17   Q   And Lawson refers to these third-party vendors as punchout

18   partners; correct?

19   A   We refer to them as punchout trading partners.

20   Q   And Lawson enters into agreements with some of these

21   Punchout trading partners; correct?

22   A   Yes.

23   Q   Others you have long-standing relationships with?

24   A   Sorry?

25   Q   Other of these punchout trading partners you have

1   long-standing relationships with; right?

2   A   Right. Others have been supported for a number of years.

3   THE COURT: Excuse me just a second. Earlier I

4   thought you said, and I'm not suggesting that you said anything

5   deliberately at odds or even maybe not at odds at all, so I'm

6   asking the question.

7   I thought you said that the customers, Lawson's

8   customers had to execute the contracts with the trading

9   partners, the punchout partners, and then you just said that

10   Lawson has contracts with the trading, punchout trading

11   partners. Are there two different contracts that are involved?

12   THE WITNESS: Yes, sir. There are two different

13   contracts that are involved.

14   THE COURT: What does the contract between Lawson and

15   the punchout partner, basically what does it arrange for?

16   THE WITNESS: It arranged for the testing of the

17   communication between procurement punchout and the vendor's

18   maintained website. We make sure there's really the handshake

19   so that if a customer wants to use our software with that third

20   party, we'll test it to make sure that it works and that when

21   they check out, that the items they've selected were able to

22   bring them back into our software, and so it covers that

23   initial testing and then ongoing maintenance of that.

24   THE COURT: And then the customer's contract with the

25   punchout partner, what generally does it cover?

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1   be -- I have a relationship with Dell and Hewlett-Packard and

2   Compaq and IBM, Staples, Office Max, Office Depot, and I want

3   you to facilitate and set up those communication protocols you

4   talked about, that handshake I think you referred to it, Lawson

5   in fact does that; right?

6   A   If the customer --

7   Q   Can you answer that question fairly yes or no, sir?

8   THE COURT: Wait a minute. Do you understand the

9   question, Mr. Lohkamp?

10   THE WITNESS: If you could repeat the question.

11   Q   You mentioned these communication protocols, this

12   handshake I think is how you referred to it in response to the

13   Court's questions with regard to how these -- the relationships

14   are set out. The user tells Lawson which trading partners it

15   wants Lawson to create that communication with; isn't that

16   right?

17   A   If they've asked us to set it up as part of the services.

18   Q   If they want punchout partners, and you provided them with

19   this procurement punchout application and they come to you,

20   that's a service that you provide in order to make this

21   punchout capability work; isn't that right?

22   A   Yes, yes, we can provide the service.

23   Q   And, in fact, you do provide that service; right?

24   A   Yes, we do.

25   Q   And these punchout partners need to renew their agreements

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1   with Lawson annually; isn't that right?

2   A   For the ones we've signed agreements with, yes.

3   Q   And you also work with some punchout trading partners that

4   you haven't signed agreements with; is that right?

5   A   Yes.

6   Q   But you still have to set up these same communication

7   protocols notwithstanding that there's no formal written

8   agreement; right?

9   A   If the customer asks us to do it.

10   Q   And you'll do it?

11   A   Yes.

12   Q   And you have done it?

13   A   Yes.

14   Q   And in order to facilitate access to this punchout trading

15   partner item data, it's Lawson's services team that configures

16   within the procurement punchout application to make those

17   trading partners accessible to customers; isn't that right?

18   A   Yes, if the customer has asked us to do that.

19   Q   And customers ask you to do that, don't they?

20   A   Yes.

21   Q   And you do it, don't you?

22   A   Yes, we do.

23   Q   And this configuration that you're talking about, this

24   handshake involves setting up logging credentials and

25   information, other information in order to get to that

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1   available to the customer instead of having the customer having

2   the software operating on its own servers. You are familiar

3   with that; right?

4   A   Yes, to some degree.

5   Q   So where Lawson provides this managed or hosted

6   procurement capability, this service, the user is actually

7   accessing the Lawson system over the internet; isn't that

8   right?

9   A   Yes. They access that over a secured connection to the

10   hosting computers.

11   Q   Why do you want it to be secure?

12   A   So that other people don't have access to that data. You

13   only want our customers to be able to log in and access that

14   data.

15   Q   And so the customer doesn't actually have to have this

16   procurement software operating on its internal system, it just

17   accesses the system, a secure system that Lawson is operating

18   that makes it available so they can purchase items from

19   multiple vendors; isn't that right?

20   A   I'm not sure I completely understand the question. Could

21   you repeat that?

22   Q   Sure. Customers don't actually have to have the Lawson

23   software operating on its internal system, its servers; it can

24   just access the procurement system that Lawson is operating and

25   make that available to them so they can purchase items from

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1   multiple vendors?

2   A   Yes. Our customers don't have to have it operating on

3   their own servers. They can access a hosted set of procurement

4   applications.

5   Q   And they can perform these purchasing functions we've been

6   talking about for multiple vendors, can't they?

7   A   They can perform the purchasing functions and order from

8   multiple vendors.

9   Q   And this hosting operation that Lawson conducts also

10   includes procurement punchout; isn't that right?

11   A   It is an option for our customers to use procurement

12   punchout.

13   Q   So a customer might prefer to have Lawson host the

14   procurement software as opposed to having it on their own

15   system so they would not have to manage the servers or update

16   the applications; isn't that right?

17   A   That's right.

18   Q   One of the services Lawson provides with respect to this

19   S3 procurement product we've been talking about is

20   installation; is that right?

21   A   That's right.

22   Q   And you charge for installation, don't you?

23   A   Yes, we do.

24   Q   And isn't it true that Lawson's customers choose to have

25   Lawson consultants perform the installation or implementation

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1   that product if they choose Lawson. Can you tell me in your

2   experience what percentage of Lawson's customers who are

3   implementing a supply chain management solution select Lawson

4   to do -- conduct that implementation or installation, and your

5   answer, I don't know that percentage.

6   My follow-up question was, is it more often than not.

7   Your answer was, yes. Did I read that correctly?

8   A   Yes, you did.

9   Q   Okay. Thank you. Lawson also charges for the service of

10   transferring item data from what's called a legacy system into

11   the Lawson S3 procurement system; isn't that right?

12   A   Yes.

13   Q   And from time to time, Lawson consultants actually visit

14   with customers to conduct training sessions for this S3

15   product; right?

16   A   Yes.

17   Q   And Lawson charges fees for that service as well; right?

18   A   Yes.

19   Q   And Lawson provides learning tools to its customers with

20   respect to its S3 procurement product; correct?

21   A   Yes.

22   Q   One of these learning tools is an online classroom

23   training for its customers; right?

24   A   Yes.

25   Q   Let's talk a little bit about maintenance as a service.

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1   If a Lawson user is having a problem with their particular

2   product and they want to go and access a guide that might

3   assist them in working out some of their issues, does Lawson

4   make that type of assistance available to its customers online?

5   A   Yes.

6   Q   And Lawson charges for that type of service as well;

7   correct?

8   A   The charge is part of the maintenance agreement.

9   Q   Does everyone need a maintenance agreement when they

10   license these products?

11   A   Yes, if they want to have updates.

12   Q   By updates, you mean periodically the product may have new

13   features or functionalities or fixes of bugs in the system, and

14   Lawson provides those upgrades for a fee as part of

15   maintenance; is that right?

16   A   We provide that -- as part of their maintenance agreement,

17   they get the fixes and the upgrades.

18   Q   So as part of the maintenance agreement, everybody gets

19   these upgrades; right?

20   A   For the products they own, yes.

21   Q   That's why they have to pay the maintenance fee?

22   A   Yes.

23   Q   And the maintenance fee, just to be clear, is separate

24   from the licensing fee for actually getting the software;

25   right?

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1   A   Yes.

2   Q   And the services, those fees, they are separate from the

3   maintenance fee; right?

4   A   Yes, they are.

5   Q   Lawson enjoys revenues from both licensing, maintenance,

6   and from servicing; correct?

7   A   Correct.

8   Q   Of those three categories of revenues that Lawson enjoys

9   proceeds, payments, licensing is, in fact, the smallest; isn't

10   it?

11   A   I'm not a hundred percent sure. I think it is.

12   Q   So -- let's -- are you sure of this: If I add services

13   and maintenance, in every instance that's going to be larger

14   than the licensing fee?

15   A   Every time an individual customer or for Lawson as a

16   company as a whole? I want to make sure I understand what you

17   are asking.

18   Q   Let me clarify. Let's talk about first Lawson as a

19   company as a whole for all of its software solutions.

20   Maintenance and servicing revenues together are always larger

21   than licensing revenues for the company as a whole; correct?

22   A   That's my understanding, yes.

23   Q   For this S3 procurement application we're talking about,

24   the same holds true; right?

25   A   Yes.

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1   (The jury is present.)

2   THE COURT: All right.

3   BY MR. ROBERTSON:

4   Q   Mr. Lohkamp, I just want to get back to that

5   question I was asking you about that hosting service

6   that is Lawson will provide.   The hosting of that is

7   at a Lawson facility; is that correct?

8   A   My understanding is it's at a third party

9   facility.

10   Q   A third party facility that is being leased by

11   Lawson for hosting those servers that have the

12   operational software?

13   A   We are leasing space at the third party hosting

14   site.

15   Q   It's Lawson's servers that are operating the

16   hosting service?

17   A   I don't know exactly how that's structured.

18   Q   You have a rather large binder next to you right

19   there on the left-hand corner of the table.   That's

20   Plaintiffs' Exhibit No. 118.   I just want to ask you a

21   few questions about that, if we could.

22   If you will flip through quickly, you will see

23   that that binder is just one Lawson response to a

24   request for a proposal for Cherry Creek Schools; do

25   you see that?

 1   opportunity for the parties to -- now we're talking about the

 2   parties there are Lawson and its punchout trading partner;

 3   right? That's your understanding?

 4   A   Yes.

 5   Q   For the parties to facilitate the use of their respective

 6   products by entering into a relationship that will

 7   facilitate -- now, this is the first intent of the parties;

 8   right? The development of the appropriate interfaces or

 9   punchout between Lawson products and the partner's website; do

10   you see that?

11   A   Yes, I do.

12   Q   So the parties were going to jointly develop the

13   interfaces, the appropriate interfaces in order to do this

14   punchout between Lawson products and the partner website;

15   right? That's number one intention; correct?

16   A   Yes.

17   Q   Okay. Number two is the performance of joint marketing

18   activities; right? You use the word "joint" there; correct?

19   A   Correct.

20   Q   Now, paragraph three about this licensing ^ in sport all

21   it says here, each party shall contract for its own products

22   and services directly with the customers; do you see that?

23   A   (No response.)

24   Q   Your reference to that?

25   A   Yes.

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1   Q   But the intent of this agreement then is not the

2   relationship that Lawson might have with its customer or the

3   punchout trading partner might have with its customer, the

4   intent of this agreement is how you formulate your joint

5   marketing activities for your mutual benefit; isn't that right?

6   A   It is for the joint agreement with them.

7   Q   To your mutual benefit, sir; right?

8   A   Yes.

9   Q   Lawson does specify the format for how the item data needs

10   to come back from the punchout catalog to the RSS shopping

11   cart; isn't that right?

12   A   We specify the format, the standard.

13   Q   So the answer to my question is yes; right?

14   A   Yes.

15   Q   And if the customer using the Lawson software wants to get

16   to a punchout trading partner website, whether they be under

17   agreement or not under agreement, it needs the Lawson punchout

18   application; isn't that right?

19   A   To use punchout to that vendor website.

20   Q   They can't get there without the procurement punchout

21   application; right?

22   A   Yeah. Using our software, yeah.

23   Q   That's how they do it?

24   A   Yes.

25   Q   You were asked questions about how many punchout products

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1 A   Yes, we answered F.

2 Q   That's all I have of that document, sir.

3   I'd like you to go to Exhibit No. 215 now if I

4 could, plaintiff's exhibit.

5 A   I'm sorry?

6   THE COURT: It's not in the notebook, is it?

7   MR. ROBERTSON: No, Your Honor. That was my

8 mistake, but he does have it now.

9 Q   Well, do you have Plaintiff's Exhibit No. 215 now,

10 sir?

11 A   Yes.

12 Q   Now, again, this is a Lawson authored document,

13 correct?

14 A   Yes, it looks like it.

15 Q   And it looks like it's a response to Jackson

16 Health Care System; correct?

17 A   Yes.

18 Q   And if you'd go to the executive summary again,

19 there's a mention of Lawson's ERP systems, which

20 include this procurement software we've been talking

21 about, correct? That falls under the heading of

22 electronic -- what's called enterprise resource

23 planning solutions?

24 A   Yes. ERP would include purchasing.

25 Q   If you go to the page that ends with the Bates

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1 vendors to the JHS item catalogs with updates to

2 existing items only. Do you see that?

3 A   Yes.

4 Q   JHS is this Jackson Health System, a potential

5 customer, right?

6 A   I believe that's what it stands for.

7 Q   What did Lawson represent to Jackson Health System

8 with respect to whether its procurement system had

9 that capability?

10 A   Yes.

11 Q   The next line down says, "Ability to update our

12 catalogs with external vendor provided files." Do you

13 see that?

14 A   Yes.

15 Q   What did Lawson represent to the Jackson Health

16 Care system as to its procurement software capability?

17 A   We indicated yes.

18 Q   If you'll turn to the next page still under this

19 functional capability column, there's a subheading

20 there that says, "Expanded item searched by," do you

21 see that?

22 A   Yes.

23 Q   With respect to whether or not the Lawson

24 procurement solution offered to Jackson Health System

25 had the ability to do a search by vendor catalog

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1   number, what did Lawson answer?

2   A   Yes.

3   Q   What did Lawson answer when it was asked whether

4   it could do a search by a hospital specific code?

5   A   Yes.

6   Q   What did Lawson answer when it was asked whether

7   it could do a partial description of an item, for

8   example, wild card, contains, etc.?

9   A   We answered yes.

10 Q   What did Lawson answer when it was asked by this

11 health system whether or not it could do searches by

12 manufacturer catalog number?

13 A   We answered yes.

14 Q   What did Lawson answer when it was asked whether

15 it could search by classification code?

16 A   We answered yes.

17 Q   What did Lawson answer when it was asked whether

18 it could search by a vendor name?

19 A   We answered yes.

20 Q   What did Lawson answer when it was asked whether

21 it could search by a manufacturer's name?

22 A   We answered yes.

23 Q   The next category said whether or not it could

24 answer questions with respect to item availability.

25 Do you see that where it says, "currently available"?